

SUMMARY  
OF  
FIRST AMENDMENT TO  
GRANT AWARD AGREEMENT  
BETWEEN  
TRIUMPH GULF COAST, INC.  
AND  
CITY OF PENSACOLA  
(Pensacola Airport MRO Project #120)

This summarizes the basic terms of a First Amendment to Grant Award Agreement (the “**Amendment**”) that has been negotiated between the staffs of Triumph Gulf Coast, Inc. (“**Triumph**”) and the City of Pensacola (“**City**”) under the Triumph Gulf Coast Trust Fund. This summary is intended for notice purposes only and (a) does not constitute an increase to any existing grant, or an approval to increase an existing grant, by Triumph to the City, and (b) does not create any binding obligations on Triumph or the City with respect to (i) any increase of any existing grant, (ii) any approval of an amendment to an existing grant, or (iii) engaging in any further discussions or negotiations with respect to any amendments to any existing grant. The final terms and conditions of the proposed amendments to the existing grant will be contained in the definitive Amendment approved by the Board of Directors of Triumph and the City and executed by Triumph and the City.

EXISTING  
GRANT AWARD

AGREEMENT: That certain Grant Award Agreement dated April 29, 2019, between Triumph and the City (the “**Agreement**”).

PURPOSE OF  
AMENDMENTS:

Reconfiguration of Hangars to Be Constructed, addition of a Design/Build Contract for Hangars 2 and 3, and Changes to Funding Schedule

SPECIFIC  
AMENDMENTS:

- (1) **Amendment to Project Description in First Recital.** The first recital on page 1 of the Agreement is amended as shown below (red are deletions and blue are additions):

WHEREAS, pursuant to its authority under **Section 288.8017, Florida Statutes**, Triumph has agreed to make a Grant (as defined below) to the City, on and subject to the terms and conditions set forth in this Agreement, to provide partial funding for the Project Titan (as defined below) portion of an aircraft Maintenance, Repair, Overhaul Aviation Campus (the "**MRO Campus**") at Pensacola International Airport. The planning and construction of the following projects are collectively referred to herein as "**Project Titan**":

- ~~Hangar 2 – 173,000 square feet~~
- ~~Hangar 3 – 191,000 square feet~~
- Hangar 2 – approximately 177,000 square feet, with integrated Support Service Center (warehouses/shops/support facilities) of approximately 21,000 square feet
- Combined Hangar 3 (approximately 176,000 square feet) and Hangar 4 (approximately 176,000 square feet) with integrated Support Service Center (warehouses/shops/support facilities) and Logistics Pathway of approximately 103,000 square feet and integrated administrative offices of approximately 40,000 square feet outside of hangars and approximately 56,000 square feet inside of hangars
- ~~Hangar 4 – 191,000 square feet~~
- ~~Warehouses/shops/support facilities – 100,000 square feet~~
- ~~Administrative Offices – 120,000 square feet~~
- Aircraft taxiways accessing the hangar aprons
- Aircraft aprons at the hangars
- Automobile ingress and egress roadways and auto parking

all as further described in the City's Updated Application for Funds submitted to Triumph on July 5, 2018 (the "**Grant Application**"), which Grant Application is incorporated herein by reference. In the event of a conflict between a provision of the Grant Application and a provision of this Agreement, the provision of this Agreement shall control. The parties acknowledge that Project Titan is in its conceptual design phase and that the details of the elements of Project Titan may change. Notwithstanding such changes, MRO Lessee's ability to satisfy the performance metrics of Section 8.4 below shall not be materially adversely affected and the MRO Lessee shall continue to be responsible for achieving the performance metrics described in Section 8.4.

- (2) **Amendment to Section 3.2:** Section 3.2 of the Agreement is hereby amended as shown below (red are deletions and blue are additions):

“3.2 The City and a qualified construction manager at risk (“~~CMAR~~”) executing a guaranteed maximum price contract (the “~~CMAR Contract~~”) for the construction of Hangar 2 and associated elements and the City and a qualified design/build firm (the “Design/Build Firm” executing a guaranteed maximum price contract (the “Design/Build Contract”) for the construction of combined Hangars 3 and 4 and associated elements within the Project Titan budget of \$210,125,000 no later than ~~December 31, 2021~~June 30, 2022. Triumph shall have the right to approve the ~~CMAR Contract~~ and the Design Build Contract in accordance with Section 5.7 below. The City shall provide Triumph with a true, correct, complete, and executed copy of the ~~CMAR Contract~~ and the Design Build Contract. The ~~CMAR Contract~~ was executed on February 28, 2020, and the First Amendment thereto (among other things, providing for the guaranteed maximum price for Hangar 2 and associated elements) was executed on May 27, 2021. In the event that the ~~CMAR-Design/Build~~ Contract is not in place by ~~December 31, 2021~~June 30, 2022, the Grant shall be deemed automatically rescinded and revoked and this Agreement shall be deemed automatically terminated and the parties shall have no further liabilities or obligations to each other hereunder; provided, however, that in the event that Triumph from time to time in its sole discretion extends such deadline either before the expiration thereof or within one hundred twenty (120) days after the expiration of such deadline, this Agreement shall automatically be deemed reinstated and shall continue in full force and effect subject to such extended deadline. If the ~~CMAR Contract~~ or the Design/Build Contract is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for Project Titan fifty percent (50%) or more of the cost of Project Titan is to be paid from state-appropriated funds, then the City must comply with the requirements of Sections 255.0991 and 255.0992, F.S.”

- (3) **Amendment to terms “CMAR” and “CMAR Contract”:** As used in the Agreement, except for Section 3.2 as hereby amended:

- (a) The term “CMAR” is hereby amended to mean “CMAR and/or Design/Build Firm, as the context requires”.
- (b) The term “CMAR Contract” is hereby amended to mean “CMAR Contract and/or Design/Build Contract, as the context requires”.

- (4) **Amendments to Funding Schedule and Budget:** The Funding Schedule attached to the Agreement as Exhibit “C” is deleted and replaced with the form of Budget/Timeline attached hereto as Exhibit “C”, and all references in the Agreement to the Funding Schedule shall hereafter mean and refer to Exhibit “C” attached hereto.

**EXHIBIT “C”**

**[See Attached]**

**Pensacola International Airport - Project Titan (#120)**

\$ 210,125,000

Estimated construction start date if applicable June 1, 2021

Estimated education component start date if applicable

		<b>Planning and Construction</b>	<b>Total</b>
Please change year # to actual year			
<b>Project Total</b>			
2021	\$	22,059,000	\$ 22,059,000
2022		80,712,000	80,712,000
2023		51,936,000	51,936,000
2024		53,736,000	53,736,000
2025		1,682,000	1,682,000
<b>Project Total</b>	<b>\$</b>	<b>210,125,000</b>	<b>\$ 210,125,000</b>
<b>Triumph</b>			
	<b>\$</b>	<b>66,000,000</b>	<b>66,000,000</b>
2021		1,330,000	1,330,000
2022		21,252,000	21,252,000
2023		21,252,000	21,252,000
2024		21,252,000	21,252,000
2025		914,000	914,000
<b>Triumph Total</b>	<b>\$</b>	<b>66,000,000</b>	<b>\$ 66,000,000</b>
<b>City of Pensacola</b>			
	<b>\$</b>	<b>15,000,000</b>	<b>\$ 15,000,000</b>
2021		1,807,000	1,807,000
2022		4,356,000	4,356,000
2023		4,356,000	4,356,000
2024		4,356,000	4,356,000
2025		125,000	125,000
<b>Grantee Total</b>	<b>\$</b>	<b>15,000,000</b>	<b>\$ 15,000,000</b>
<b>Escambia County</b>			
	<b>\$</b>	<b>15,000,000</b>	<b>\$ 15,000,000</b>
2021		1,807,000	1,807,000
2022		4,356,000	4,356,000
2023		4,356,000	4,356,000
2024		4,356,000	4,356,000
2025		125,000	125,000
<b>Match Source 1 Total</b>		<b>15,000,000</b>	<b>15,000,000.00</b>
<b>VT MAE</b>			
	<b>\$</b>	<b>35,000,000</b>	<b>\$ 35,000,000</b>
2021		3,014,000	3,014,000.00
2022		11,500,000	11,500,000.00
2023		10,111,000	10,111,000.00
2024		10,111,000	10,111,000.00
2025		264,000	264,000.00
<b>Match Source 2 Total</b>	<b>\$</b>	<b>35,000,000</b>	<b>\$ 35,000,000</b>
<b>Florida Department of Transportation</b>			
	<b>\$</b>	<b>48,000,000</b>	<b>\$ 48,000,000</b>
2021		6,426,000	6,426,000.00
2022		23,748,000	23,748,000.00

	2023	8,786,000	8,786,000.00
	2024	8,786,000	8,786,000.00
	2025	254,000	254,000.00
<b>Match Source 3 Total</b>		<b>\$ 48,000,000</b>	<b>\$ 48,000,000</b>

<b>Legislature - Governor's Job Growth Fund (DEO)</b>	\$	18,875,000	\$	18,875,000
	2021	4,000,000		4,000,000.00
	2022	7,500,000		7,500,000.00
	2023	2,500,000		2,500,000.00
	2024	4,875,000		4,875,000.00
	2025	-		-
<b>Match Source 4 Total</b>		<b>\$ 18,875,000</b>	<b>\$</b>	<b>18,875,000</b>

<b>Federal EDA</b>	\$	12,250,000	\$	12,250,000
	2021	3,675,000		3,675,000.00
	2022	8,000,000		8,000,000.00
	2023	575,000		575,000.00
	2024	-		-
	2025	-		-
<b>Match Source 5 Total</b>		<b>\$ 12,250,000</b>	<b>\$</b>	<b>12,250,000</b>